manent improvements, may be compelled to perform his promise. 5 Pomeroy, *Equity Jurisdiction* (2d ed. 1919) § 2250. Such facts give rise to an equitable defense in the donee in a suit in ejectment by the donor. *Young* v. *Overbaugh* (1895) 145 N. Y. 158, 39 N. E. 712. In the instant case there is no evidence that the land was intended as security for the advance. If, therefore, any equitable lien is to be raised it must be on quasi-contractual principles, none of which are present. An advance to enable a borrower to purchase property does not create a lien thereon in favor of the lender. *Collinson* v. *Owmens* (Ind. 1833) 6 Gil. & J. 4; see *Weathersby* v. *Sleeper* (1869) 42 Miss. 732, 741 (personalty). *A fortiori* an advance for the purpose of making improvements should not. Were there no insolvency, equity would certainly compel repayment before granting a conveyance. *Cf. Lyons Nat. Bk.* v. *Shuler* (1910) 199 N. Y. 405, 92 N. E. 800; *Thomas* v. *Evans* (1887) 105 N. Y. 601, 12 N. E. 571. According to precedent a debt may be set off to an equitable claim for money although the plaintiff may be insolvent. *Alexander* v. *Wallace* (Tenn. 1836) 10 Yerg. 105. The same is true when the equitable claim is for a conveyance. See *Williams* v. *Love* (1858) 39 Tenn. 80, 86. The possibility of the defendant's recovery at law or in equity is not essential to the establishment of a condition precedent to the enforcement of a plaintiff's equitable claim. *DeWalsh* v. *Braman* (1896) 160 Ill. 415. The instant case therefore, on authority, was correctly decided although the reasoning of the court was erroneous.

STATUTE OF LIMITATIONS—INDEFINITE WAIVER AT INCEPTION OF CONTRACT.—The plaintiff sues in equity to set aside a judgment rendered against him as defendant, in an action on a note defended by an attorney without his consent. The present plaintiff contends the suit on the note was barred by the Statute of Limitations. The note contained a provision whereby the makers waived "all benefits of the Statute of Limitations." *Held,* judgment vacated. *First National Bank of La Junta* v. *Mock* (Colo. 1921) 203 Pac. 272.

In general, a waiver of the Statute of Limitations, expressed when the contract was made, and relied upon, estops the debtor from setting up that defense. *State Trust Co.* v. *Sheldon* (1895) 68 Vt. 259, 35 Atl. 177. Some jurisdictions hold that this estoppel is effective so long as the defendant's representations influence the creditor to forbear suit. *Holman* v. *Omaha Ry. & Bridge Co.* (1902) 117 Iowa 268, 90 N. W. 833. Other courts intimate that the debtor is estopped for a reasonable time only. *Kellogg* v. *Dickinson* (1888) 147 Mass. 432, 18 N. E. 223. An agreement of waiver for an unlimited time is often enforced as a contractual obligation, if made for a proper consideration. *Parchen* v. *Chessman* (1914) 49 Mont. 326, 142 Pac. 631. Such waiver is usually regarded as binding, if not forever, at least for a reasonable time, which is frequently computed by adding an additional statutory period. *Parchen* v. *Chessman, supra.* Some courts refuse to enforce an unlimited waiver on the ground that it is in violation of public policy. See *Mutual Life Ins. Co.* v. *United States Hotel Co.* (1913) 82 Misc. 632, 644, 144 N. Y. Supp. 476. But as the Statute of Limitations is a personal defense, a party may bind himself to forego its protection, without contravening any public policy. See *Wells, Fargo & Co.* v. *Enright* (1900) 127 Cal. 669, 674, 60 Pac. 439; but see *Union Central Life Ins. Co.* v. *Spinks* (1904) 119 Ky. 261, 272, 83 S. W. 615. Although the court in the instant case frowns upon an indefinite waiver, it might well have been given effect to the stipulation as for a reasonable time.

STATUTES—CONSTRUCTION—TITLES AND SECTIONAL HEADNOTES.—The appellant was charged with driving an automobile while intoxicated. He demurred on the ground that the charge did not allege him to be an employee, and that the scope of the

amended section of the code which he was charged with violating, was limited by the sectional headnote, "Intoxication of Employees." The demurrer was overruled. On appeal, *held,* conviction affirmed; since the body of the act is clear, the headnote cannot control its interpretation. *State* v. *Crothers* (Wash. 1922) 203 Pac. 74.

The title of an act is evidence to be used in construction. *Du Bois* v. *Coen* (1919) 100 Ohio 17, 125 N. E. 121. But in the absence of constitutional provision, it should not control where the meaning of the body of the act is clear. *Cornell* v. *Coyne* (1904) 192 U. S. 418, 24 Sup. Ct. 383. The constitution of Washington declares that, "No bill shall embrace more than one subject and that shall be expressed in the title." Wash. Const. (1889) art. 2, § 19. Where such a provision exists, the title restricts the scope of the act, and all portions not expressed in the title are void. *Thayer* v. *Snohomish Logging Co.* (1918) 101 Wash. 458, 172 Pac. 552; *Wabash Ry.* v. *Young* (1904) 162 Ind. 102, 69 N. E. 1003. This constitutional provision was inapplicable to the instant case, as a sectional headnote, not a title, was involved. Sectional headnotes are not to be considered if merely inserted by compilers. *Weesner* v. *Davidson Co.* (N. C. 1921) 109 S. E. 863. If they are passed by the legislature, however, some states hold them to limit and define the scope of the act. *People ex rel. Watson* v. *Lamphier* (1918) 104 Misc. 622, 172 N. Y. Supp. 247. Others hold that such headnotes, like titles, are only evidence to be used in construction. *Mackey* v. *Miller* (C. C. A. 1903) 126 Fed. 161; *People ex rel. Bussey* v. *Gaulter* (1894) 149 Ill. 39, 36 N. E. 576. It seems that the New York rule, *supra,* in effect gives to a sectional headnote the importance that is attached to titles only by constitutional provisions. There seems no reason for such a distinction, as titles and sectional headnotes appear to serve similar purposes. But *cf. People* v. *Molineux* (N. Y. 1868) 53 Barb. 9; *aff'd* (1869) 40 N. Y. 113.

TROVER AND CONVERSION—SILENCE AS FRAUD.—A vendor of goods shipped them to the defendant buyer under a negotiable bill of lading with draft attached, which the former sent to its bank for collection. The plaintiff railroad delivered the goods to the defendant by mistake, without demanding a bill of lading. The latter knew that the bill and draft were outstanding, but remained silent as to this fact, though accepting delivery. The plaintiff was compelled to pay the vendor the value of the goods, and brought this action in conversion. *Held,* for the plaintiff. *New York Central R. R.* v. *Freedman* (Mass. 1921) 133 N. E. 101.

Silence as to a material fact which a party to a transaction is in good faith bound to disclose is fraud. *Stewart* v. *Wyoming Ranche Co.* (1888) 128 U. S. 383, 9 Sup. Ct. 101. A duty to speak exists when one sells goods knowing there is a latent defect. *Salmonson* v. *Horswill* (1917) 39 S. D. 402, 164 N. W. 973; *Grigsby* v. *Stapleton* (1887) 94 Mo. 423, 7 S. W. 421. But the seller is not under an obligation to disclose a patent defect. See *Salmonson* v. *Horswill, supra,* 406; *Grigsby* v. *Stapleton, supra,* 427. A purchase by one who is technically insolvent is not fraudulent. See *Gillespie* v. *Piles & Co.* (C. C. A. 1910) 178 Fed. 886, 890. But if the buyer is hopelessly insolvent, his failure to disclose that fact is fraudulent. *Gillespie* v. *Piles & Co., supra.* The basis of these distinctions seems to be, how such silence will be interpreted. If the fact is such that the ordinary man under the circumstances would disclose it, failure to do so is a representation that the fact does not exist. See *Brownlie & Co.* v. *Campbell* (1880) L. R. 5 A. C. 925, 950. Since the standard of conduct is that of the ordinary honest man under the circumstances, the facts which one is bound to disclose vary as the standard of morals of the community varies. Under this test the instant case is correct, for the silence of the defendant amounted to a representation that he believed there